

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

**Lawrence Johnson and Dorothy
Johnson) Case No. 1:14-cv-04064-JMC
Plaintiffs,)
v.)
Barclays Bank Delaware f/k/a)
Juniper Bank and Northstar Location)
Services, LLC,)
Defendants.)**

**CONSENT ORDER FOR
PLAINTIFFS' CLAIMS AGAINST
BARCLAYS BANK TO BE SENT
TO ARBITRATION**

CONSENT ORDER

This lawsuit arises out of a dispute between Plaintiffs Lawrence Johnson and Dorothy Johnson (“Plaintiffs”) and Defendants, wherein the Plaintiffs allege, *inter alia*, that Defendant Barclays Bank Delaware f/k/a Juniper Bank (“Barclays”) violated the Telephone Consumer Protection Act, Negligently, Recklessly and Wantonly failed to train and supervise its employees, and Invaded the Plaintiffs’ privacy. Barclays specifically denies all such allegations and each claim made against it.

After the commencement of this lawsuit, Barclays filed a Motion to Compel Arbitration, or in the alternative a Motion to Dismiss. Thereafter, Plaintiffs and Barclays engaged in discussions pertaining to the arbitration provisions contained within each of the Plaintiff’s Cardmember Agreements with Barclays, which are the contracts applicable to

each of the Plaintiffs' claims (hereinafter the "CMAs"). As a result, Plaintiffs have agreed to submit their claims against Barclays only to binding arbitration in accordance with the terms and conditions of the CMAs, with the modifications stated herein:

- A. Plaintiffs and Barclays hereby expressly agree that the Plaintiffs' claims in arbitration can be filed jointly rather than in separate actions;
- B. Plaintiffs shall file their claim with the American Arbitration Association ("AAA"); and
- C. The arbitrator appointed by the AAA will determine the appropriate AAA rules and procedures which will apply to this claim in arbitration.

Based on the foregoing, and the Court having knowledge of Plaintiffs' and Barclays' agreement on same, **IT IS THEREFORE ORDERED** that Plaintiffs' claims against Barclays in this proceeding are stayed to allow the Plaintiffs and Barclays to proceed to arbitration in accordance with this Consent Order and the terms and conditions of the CMAs. The Parties shall make a filing on the docket immediately upon the conclusion of arbitration. Plaintiffs' claims against defendant Northstar Location Services, LLC are not affected by this Order.

IT IS SO ORDERED.

s/J. Michelle Childs
J. Michelle Childs
United States District Judge

Dated: January 6, 2015
Columbia, South Carolina

We So Consent:

/s/ Penny Hays Cauley

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